

EXHIBIT C**INDEX OF ALL DOCUMENTS FILED IN STATE COURT ACTION**

EXHIBIT	DATE FILED	DOCUMENT TITLE
C-1		STATE COURT DOCKET SHEET
C-2	03-22-2017	PLAINTIFFS' ORIGINAL PETITION, JURY DEMAND, AND REQUEST FOR DISCLOSURE, CIVIL COVER SHEET AND CITATION SERVICE REQUEST
C-3	03-24-17	CITATION ISSUED TO THE LITTLETON GROUP WESTERN DIVISION INC.
C-4	03-24-17	CITATION ISSUED TO PHILLIP RYAN CASEY
C-5	03-24-17	CITATION ISSUED TO GREAT LAKES REINSURANCE SE
C-6	04-03-17	RETURN OF CITATION ISSUED TO THE LITTLETON GROUP WESTERN DIVISION INC.
C-7	04-10-17	RETURN OF CITATION ISSUED TO GREAT LAKES REINSURANCE SE
C-8	04-17-17	GREAT LAKES INSURANCE SE ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES



Case #2017CI05267

Name: SERGIO CARDENAS

Date Filed: 03/22/2017

Case Status: PENDING

Litigant Type: PLAINTIFF

Court: 224

Docket Type: DEBT/CONTRACT

Business Name:

Style: SERGIO CARDENAS ETAL

Style (2): vs GREAT LAKES REINSURANCE SE ETAL

EXHIBIT C-1

Case History

Currently viewing 1 through 7 of 7 records

Sequence	Date Filed	Description
P00004	4/17/2017	ORIGINAL ANSWER OF GREAT LAKES INSURANCE SE, FORMERLY KNOWN AS GREAT LAKES REINSURANCE (UK) SE AND AFFIRMATIVE DEFENSES
S00003	3/24/2017	CITATION CERTIFIED MAIL PHILLIP RYAN CASEY ISSUED: 3/24/2017
S00002	3/24/2017	CITATION CERTIFIED MAIL THE LITTLETON GROUP WESTERN DIVISION INC ISSUED: 3/24/2017 RECEIVED: 3/24/2017 RETURNED: 4/3/2017
S00001	3/24/2017	CITATION CERTIFIED MAIL GREAT LAKES REINSURANCE SE ISSUED: 3/24/2017 RECEIVED: 3/24/2017 EXECUTED: 3/30/2017 RETURNED: 4/10/2017
P00003	3/22/2017	PET FOR HAIL DAMAGE RESIDENTIAL W/JD
P00002	3/22/2017	JURY FEE PAID
P00001	3/22/2017	SERVICE ASSIGNED TO CLERK 2

2017CI05267
CAUSE NO. _____

SERGIO & MARIA CARDENAS,	§	IN THE JUDICIAL COURT OF
	§	
Plaintiffs,	§	
	§	
V.	§	
	§	BEXAR COUNTY, TEXAS
GREAT LAKES REINSURANCE (U.K.) SE,	§	
THE LITTLETON GROUP WESTERN	§	
DIVISION, INC., AND PHILLIP RYAN	§	
CASEY,	§	
	§	224th
Defendants.	§	_____ DISTRICT COURT

**PLAINTIFFS' ORIGINAL PETITION, JURY DEMAND,
AND REQUEST FOR DISCLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Sergio & Maria Cardenas, ("Plaintiffs"), and file **Plaintiffs' Original Petition, Jury Demand, and Request for Disclosure**, complaining of Great Lakes Reinsurance (U.K.) SE ("Great Lakes"), The Littleton Group Western Division, Inc. ("Littleton") and Phillip Ryan Casey ("Casey") (or collectively "Defendants") and for cause of action, Plaintiffs respectfully show the following:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Level 3, Texas Rules of Civil Procedure 190.4 and 169.

PARTIES

2. Plaintiffs, Sergio & Maria Cardenas, own the Property located in Bexar County, Texas that forms the basis of this lawsuit.
3. Defendant, Great Lakes Reinsurance (U.K.) SE, is an Alien Corporation based out of London, England and engaged in the business of insurance in the State of Texas by

permission of the Texas Department of Insurance. Plaintiffs request service of citation upon Great Lakes Reinsurance (U.K.) SE through its registered agent for service: **Drinker Biddle, 1177 Avenue of the Americas Fl 41, New York, New York, 10036-2714.**

Plaintiffs request service at this time.

4. Defendant, The Littleton Group Western Division, Inc., is a Texas Corporation and a third party adjusting company with the Texas Department of Insurance and is duly licensed to conduct business in the State of Texas. Plaintiffs request service of citation upon The Littleton Group Western Division, Inc. through its registered agent for service: **The Littleton Group, Western Division, Bldg. 1, Suite 550, 1250 S. Capital of Texas Hwy, Austin, Texas 78746.** Plaintiffs request service at this time.
5. Defendant Phillip Ryan Casey is an individual resident of Sugar Land, Texas. Casey may be served with citation at the address listed with the Texas Department of Insurance: **4715 Yorkshire Street, Sugar Land, Texas 77479.** Plaintiffs request service at this time.

JURISDICTION

6. The Court has jurisdiction over Great Lakes because this Defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Great Lakes' business activities in the State of Texas, including those in Bexar County, Texas, with reference to this specific case.
7. The Court has jurisdiction over Littleton because this defendant engages in the business of insurance in the State of Texas, and the causes of action arise out of Littleton's business activities in the State of Texas, including those in San Antonio, Bexar County, Texas, with reference to this specific case.

8. The Court has jurisdiction over Casey because this Defendant engages in the business of adjusting insurance claims in the State of Texas, and the causes of action arise out of this Defendant's business activities in the State of Texas, including those in Bexar County, Texas, with reference to this specific case.

VENUE

9. Venue is proper in Bexar County, Texas because the insured property is located in Bexar County, Texas, and all or a substantial part of the events giving rise to this lawsuit occurred in Bexar County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.032.

FACTS

10. Plaintiffs assert claims for fraud, breach of contract, violations of sections 541 and 542 of the Texas Insurance Code, negligence, gross negligence, and violations of the Texas DTPA.
11. Plaintiffs own a Great Lakes Reinsurance (U.K.) SE commercial insurance policy, number GK15390611525 ("the Policy"). At all relevant times, Plaintiffs owned the insured premises located at 9815 San Pedro Avenue, San Antonio, Texas 78216 ("the Property").
12. Great Lakes or its agent sold the Policy, insuring the Property, to Plaintiffs. Great Lakes or its agent represented to Plaintiffs that the Policy included wind and hailstorm coverage for damage to Plaintiffs' property. Great Lakes has refused the full extent of that coverage currently owed to Plaintiffs.
13. On or about April 12, 2016, the Property sustained extensive damage resulting from a severe storm that passed through the San Antonio, Bexar County, Texas area.
14. In the aftermath of the wind and hailstorm, Plaintiffs submitted a claim to Great Lakes

against the Policy for damage to the Property. Great Lakes assigned claim number MDC 42437 to Plaintiffs' claim.

15. Plaintiffs asked Great Lakes to cover the cost of damage to the Property pursuant to the Policy.
16. Damaged areas of the property include, but are not limited to the paint, HVAC system, gutters, downspouts, ribbed metal roofing areas, membrane, insulation and roof.
17. Great Lakes assigned or hired Littleton to adjust the claim. Littleton thereafter assigned Casey to adjust the claim.
18. Casey inspected the property on or about October 3, 2016.
19. After inspecting the Property, Littleton and/or Casey generated an estimate of damages in the net amount of \$277.50.
 - a. Littleton and/or Casey had a vested interest in undervaluing the claims assigned to them by Great Lakes in order to maintain their employment. The disparity in the number of damaged items in their report compared to that of Plaintiffs' is evidence of fraud on the part of Littleton and/or Casey. The valuation of damages that were included in Casey's report compared to Plaintiffs' is also evidence of fraud on the part of Casey.
 - b. Littleton and/or Casey made misrepresentations as to the amount of damage Plaintiffs' Property sustained as well as misrepresentations regarding how much it would cost to repair the damage to Plaintiffs' Property.
20. Great Lakes, through its agents, namely Casey, conducted a substandard and improper inspection and adjustment of the Property, which yielded grossly inaccurate and unrealistic

assessments of the cause, extent, and dollar amount of damage to the Property.

21. Casey found that there was no damage from a covered peril to the roof of the property, and that all damage was from wear and tear, deterioration, and lack of maintenance
22. After application of the policy deductible, Plaintiffs were left without adequate recovery to complete proper repairs on Plaintiffs' property.
23. To date, Plaintiffs have received \$0.00 for damage to Plaintiffs' Property. The damage to Plaintiffs' Property is currently estimated at \$70,734.83.
24. Since due demand was made on December 15, 2016, Great Lakes has not communicated that any future settlements or payments would be forthcoming to pay for the entire loss covered under the Policy, nor did it provide any explanation for failing to settle Plaintiffs' claim properly.
25. As stated above, Defendants failed to assess the claim thoroughly. Based upon Defendants' grossly unreasonable, intentional, and reckless failure to investigate and adjust the claim properly, Great Lakes failed to provide full coverage due under the Policy.
26. As a result of Great Lakes' failure to provide full coverage, along with Great Lakes' delay tactics to avoid reasonable payment to Plaintiffs, Plaintiffs have suffered damages.
27. Great Lakes failed to perform its contractual duties to Plaintiffs under the terms of the Policy. Specifically, Great Lakes refused to pay the full proceeds of the Policy, although due demand was made for an amount sufficient to cover repairs to the damaged Property, and all conditions precedent to recover upon the Policy were accomplished by Plaintiffs.
28. Defendants' misrepresentations, unreasonable delays, and continued denials constitute a breach of the statutory obligations under Chapters 541 and 542 of the Texas Insurance

Code. Thus, the breach of the statutory duties constitutes the foundation of a breach of the insurance contract between Great Lakes and Plaintiffs.

29. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(1). Defendants have not attempted to settle Plaintiffs' claim in a fair manner, even though Defendants were aware of their liability to Plaintiffs under the Policy. Specifically, Defendants have failed to timely pay Plaintiffs' coverage due under the Policy.
30. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(2)(A). Defendants failed to provide Plaintiffs a reasonable explanation for not making the full payment under the terms of the Policy.
31. Defendants' conduct constitutes a violation of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a)(4). Defendants refused to provide full coverage due to Plaintiffs under the terms of the Policy. Specifically, Great Lakes, through its agents, servants, and representatives, namely Casey, performed an outcome-oriented investigation of Plaintiffs' claim, which resulted in a biased, unfair, and inequitable evaluation of Plaintiffs' losses on the Property.
32. Defendants' conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.055. Defendants failed to reasonably accept or deny Plaintiffs' full claim within the statutorily mandated time after receiving all necessary information.
33. Defendants' conduct constitutes a violation of the Texas Insurance Code, Prompt Payment of Claims. TEX. INS. CODE §542.056. Defendants failed to meet their obligations under

the Texas Insurance Code regarding timely payment of the claim. Specifically, Defendants have delayed payment of Plaintiffs' claim longer than allowed, and Plaintiffs have not received full payment for the claim.

34. Defendants' wrongful acts and omissions forced Plaintiffs to retain the professional services of the attorneys and law firm representing them with respect to these causes of action.

CAUSES OF ACTION AGAINST DEFENDANT
GREAT LAKES REINSURANCE (U.K.) SE

BREACH OF CONTRACT

35. All allegations above are incorporated herein.
36. Great Lakes is liable to Plaintiffs for intentional violations of the Texas Insurance Code, and intentional breach of the common-law duty of good faith and fair dealing. It follows, then, that the breach of the statutory duties constitutes the foundation of an intentional breach of the insurance contract between Great Lakes and Plaintiffs.
37. Great Lakes failure and/or refusal to pay adequate coverage as obligated under the terms of the Policy, and under the laws of the State of Texas, constitutes a breach of the insurance contract with Plaintiffs.

NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES

38. All allegations above are incorporated herein.
39. Great Lakes conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.

40. Great Lakes unfair settlement practice of misrepresenting to Plaintiffs material facts relating to coverage constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(1).
41. Great Lakes unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).
42. Great Lakes unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for partial denial of the claim, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(3).
43. Great Lakes unfair settlement practice of failing within a reasonable time to affirm or deny coverage of the claim to Plaintiffs constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(4).
44. Great Lakes unfair settlement practice of refusing to pay Plaintiffs' claim without conducting a reasonable investigation constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(7).

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
THE PROMPT PAYMENT OF CLAIMS**

45. All allegations above are incorporated herein.
46. Great Lakes conduct constitutes multiple violations of the Texas Insurance Code, Prompt Payment of Claims. All violations made under this article are actionable by TEX. INS. CODE §542.060.

47. Great Lakes failure to notify Plaintiffs in writing of its acceptance or rejection of the full claim within the applicable time constraints constitutes a non-prompt payment in violation of TEX. INS. CODE §542.056.
48. Great Lakes delay in paying Plaintiffs' claim following receipt of all items, statements, and forms reasonably requested and required, for longer than the amount of time provided, constitutes a non-prompt payment of the claim. TEX. INS. CODE §542.058.

BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING

49. All allegations above are incorporated herein.
50. Great Lakes conduct constitutes a breach of the common-law duty of good faith and fair dealing owed to an insured in insurance contracts.
51. Great Lakes failure to adequately and reasonably investigate and evaluate Plaintiffs' claim, although, at that time, Great Lakes knew or should have known by the exercise of reasonable diligence that liability was reasonably clear, constitutes a breach of the duty of good faith and fair dealing.

DTPA VIOLATIONS

52. All allegations above are incorporated herein.
53. Great Lakes conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are consumers of goods and services provided by Great Lakes pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Great Lakes. Specifically, Great Lakes violations of the DTPA include, without limitation, the following matters:

- A. By its acts, omissions, failures, and conduct, Great Lakes has violated sections 17.46(b)(2), (5), (7), (9), (12), (20) and (24) of the DTPA. Great Lakes violations include without limitation, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs' claim, (2) failure to give Plaintiffs the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiffs' property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
- B. Great Lakes represented to Plaintiffs that the Policy and Great Lakes adjusting and investigative services had characteristics or benefits that they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
- C. Great Lakes also represented to Plaintiffs that the Policy and Great Lakes adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
- D. Furthermore, Great Lakes advertised the Policy and adjusting services with the intent not to sell them as advertised, in violation of section 17.46(b)(9) of the DTPA.
- E. Great Lakes breached an express warranty that the damages caused by wind and hail would be covered under the Policy. This breach entitles Plaintiffs to recover under sections 17.46(b)(12) and (20) and 17.50(a)(2) of the DTPA.
- F. Great Lakes actions are unconscionable in that Great Lakes took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree.

Great Lakes unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and

G. Great Lakes conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.

54. Each of the above-described acts, omissions, and failures of Great Lakes is a producing cause of Plaintiffs' damages. All of the above-described acts, omissions, and failures were committed "knowingly" and "intentionally," as defined by the Texas Deceptive Trade Practices Act.

FRAUD

55. All allegations above are incorporated herein.

56. Great Lakes is liable to Plaintiffs for common law fraud.

57. Each and every misrepresentation described above concerned material facts that absent such representations, Plaintiffs would not have acted as Plaintiffs did, and Great Lakes knew its representations were false or made recklessly without any knowledge of their truth as a positive assertion.

58. Great Lakes made the statements intending that Plaintiffs act upon them. Plaintiffs then acted in reliance upon the statements, thereby causing Plaintiffs to suffer injury constituting common-law fraud.

CAUSES OF ACTION AGAINST DEFENDANT PHILLIP RYAN CASEY

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

59. All allegations above are incorporated herein.
60. Casey's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Claim Settlement Practices Act. TEX. INS. CODE §541.060(a).
61. Casey is individually liable for his unfair and deceptive acts, irrespective of the fact that he was acting on behalf of Great Lakes, because Casey is a "person," as defined by TEX. INS. CODE §541.002(2).
62. Casey knowingly underestimated the amount of damage to the Property. As such, Casey failed to adopt and implement reasonable standards for the investigation of the claim arising under the Policy. TEX. INS. CODE §542.003(3).
63. Furthermore, Casey did not attempt in good faith to affect a fair, prompt, and equitable settlement of the claim. TEX. INS. CODE §542.003(4).
64. Casey's unfair settlement practice of failing to provide Plaintiffs a prompt and reasonable explanation of the basis in the Policy, in relation to the facts or applicable law, for partial denial of the claim, also constitutes an unfair method of competition and an unfair and deceptive act or practice. TEX. INS. CODE §541.060(a)(3).
65. Casey's unfair settlement practice of failing to attempt in good faith to make a prompt, fair, and equitable settlement of the claim, even though liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

DTPA VIOLATIONS

66. All allegations above are incorporated herein.
67. Casey's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are consumers of goods and services provided by Casey pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Casey. Specifically, Casey's violations of the DTPA include the following matters:
 - A. By this Defendant's acts, omissions, failures, and conduct, Casey has violated sections 17.46(b)(2), (5), and (7) of the DTPA. Casey's violations include, (1) failure to give Plaintiffs the benefit of the doubt, and (2) failure to write up an estimate reflecting the proper repair of Plaintiffs' Property when liability has become reasonably clear, which gives Plaintiffs the right to recover under section 17.46(b)(2).
 - B. Casey represented to Plaintiffs that the Policy and his adjusting and investigative services had characteristics or benefits they did not possess, which gives Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
 - C. Casey represented to Plaintiffs that the Policy and his adjusting services were of a particular standard, quality, or grade when they were of another, mainly he was inexperienced and only a trainee adjuster, in violation of section 17.46(b)(7) of the DTPA.
 - D. Casey's actions are unconscionable in that Casey took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Casey's

unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and

E. Casey's conduct, acts, omissions, and failures, as described in this petition, are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.

68. Each of Casey's above-described acts, omissions, and failures is a producing cause of Plaintiffs' damages. All acts, omissions, and failures were committed "knowingly" and "intentionally" by Casey, as defined by the Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE 17.45.

FRAUD

69. All allegations above are incorporated herein.

70. Casey is liable to the Plaintiff for common-law fraud.

- a. Casey had a vested interest in undervaluing the claims assigned to him by Great Lakes in order to maintain his employment. The disparity in the number of damaged items in his report compared to that of Plaintiffs' is evidence of fraud on the part of Casey. The valuation of damages that were included in Casey's report compared to Plaintiffs' is also evidence of fraud on the part of Casey.
- b. Furthermore, Casey was aware of Plaintiffs' deductible before even visiting the Property to conduct the inspection. Casey had advanced knowledge of what amount of damages he needed to find in order to either deny the claim or find the claim below the deductible.
- c. Casey made misrepresentations as to the amount of damage Plaintiffs' Property

sustained as well as misrepresentations regarding how much it would cost to repair the damage to Plaintiffs' property.

- d. Casey used his expertise to fabricate plausible explanations for why visible damage to Plaintiffs' Property would not be covered under the policy. Such misrepresentations include damage to the Property owing from wear and tear, age, deterioration, lack of maintenance, and damage of a type not consistent with the type of claim that was made.

NEGLIGENCE

71. All allegations above are incorporated herein.
72. Casey was negligent in his actions with regard to his adjusting of Plaintiffs' claim and violated the standard of care for an insurance adjuster licensed in the state of Texas. Those failures include one or more of the following acts or omissions:
 - a. Failure to conduct a reasonable inspection;
 - b. Failure to include covered damage that would be discovered as a result of reasonable inspection;
 - c. Failure to identify the proper cause and scope of the damage to Plaintiffs' Property;
 - d. Failure to identify the cost of proper repairs to Plaintiffs' Property; and
 - e. Failure to communicate to Plaintiffs the reasons for specific determinations made regarding the inclusion or exclusion of damage to Plaintiffs' Property.
73. Casey's acts and/or omissions constitute negligence. His conduct was therefore a proximate cause of the damages sustained by Plaintiffs.
74. At all relevant times, Casey was an agent or employee of Defendant Great Lakes.

75. Casey's unreasonable inspection was performed within the course and scope of his duties with Defendant Great Lakes. Therefore, Great Lakes is also liable for the negligence of Casey through the doctrine of respondeat superior.

CAUSE OF ACTION AGAINST DEFENDANT
THE LITTLETON GROUP WESTERN DIVISION, INC.

**NONCOMPLIANCE WITH THE TEXAS INSURANCE CODE:
UNFAIR SETTLEMENT PRACTICES**

76. All allegations above are incorporated herein.
77. Littleton's conduct constitutes multiple violations of the Texas Insurance Code, Unfair Settlement Practices. TEX. INS. CODE §541.060(a). All violations under this article are actionable by TEX. INS. CODE §541.151.
78. Littleton knowingly or recklessly undervalued the Plaintiffs' damages. As such, Littleton failed to adopt and implement reasonable standards for the investigation of the claim arising under the Policy. TEX. INS. CODE §542.003(3).
79. Furthermore, Littleton did not attempt in good faith to affect a fair, prompt and equitable settlement of the claim. TEX. INS. CODE §542.003(4).
80. Littleton's unfair settlement practice of failing to attempt in good faith to make a prompt, fair and equitable settlement of the claim, even though USAA's liability under the Policy was reasonably clear, constitutes an unfair method of competition and a deceptive act or practice in the business of insurance. TEX. INS. CODE §541.060(a)(2)(A).

DTPA VIOLATIONS

81. All allegations above are incorporated herein.

82. Littleton's conduct constitutes multiple violations of the Texas Deceptive Trade Practices Act ("DTPA"), TEX. BUS. & COM. CODE 17.41–63. Plaintiffs are a consumer of goods and services provided by Littleton pursuant to the DTPA. Plaintiffs have met all conditions precedent to bringing this cause of action against Littleton. Specifically, Littleton's violations of the DTPA include, without limitation, the following matters:
- A. By its acts, omissions, failures, and conduct, Littleton has violated sections 17.46(b)(2), (5), and (7) of the DTPA. Littleton's violations include, (1) unreasonable delays in the investigation, adjustment, and resolution of Plaintiffs' claim, (2) failure to give Plaintiffs the benefit of the doubt, and (3) failure to pay for the proper repair of Plaintiffs' property when USAA's liability has become reasonably clear, which give Plaintiffs the right to recover under section 17.46(b)(2).
 - B. Littleton represented to Plaintiffs that its adjusting and investigative services had characteristics or benefits they did not possess, which give Plaintiffs the right to recover under section 17.46(b)(5) of the DTPA.
 - C. Littleton represented to Plaintiffs that its adjusting services were of a particular standard, quality, or grade when they were of another, in violation of section 17.46(b)(7) of the DTPA.
 - F. Littleton's actions are unconscionable in that Littleton took advantage of Plaintiffs' lack of knowledge, ability, and experience to a grossly unfair degree. Littleton's unconscionable conduct gives Plaintiffs a right to relief under section 17.50(a)(3) of the DTPA; and

G. Littleton's conduct, acts, omissions, and failures are unfair practices in the business of insurance in violation of section 17.50(a)(4) of the DTPA.

83. Each of Littleton's above-described acts, omissions, and failures is a producing cause of Plaintiffs' damages. All of the above-described acts, omissions, and failures were committed "knowingly" and "intentionally" by Littleton, as defined by the Texas Deceptive Trade Practices Act. TEX. BUS. & COM. CODE 17.45.

FRAUD

84. All allegations above are incorporated herein.
85. Littleton is liable to Plaintiffs for common law fraud.
86. Each and every representation described above concerned material facts that absent such representations, Plaintiffs would not have acted as Plaintiffs did, and Littleton knew the representations were false or made recklessly without any knowledge of their truth as a positive assertion.
87. Littleton made these statements intending that Plaintiffs act upon them. Plaintiffs then acted in reliance upon the statements, thereby causing Plaintiffs to suffer injury constituting common law fraud.

KNOWLEDGE

88. Defendants made each of the acts described above, together and singularly, "knowingly," as defined in the Texas Insurance Code, and each was a producing cause of Plaintiffs' damages described herein.

WAIVER AND ESTOPPEL

89. Defendants waived and are estopped from asserting any coverage defenses, conditions, exclusions, or exceptions to coverage not contained in any reservation of rights letter to Plaintiffs.

DAMAGES

90. Since the claim was made, Great Lakes has not properly compensated Plaintiffs for all necessary repairs required, which are covered under the Policy. This has caused undue hardship and burden to Plaintiffs. These damages are a direct result of Defendants' mishandling of Plaintiffs' claim in violation of the laws set forth above.
91. Defendants made the above and other false representations to Plaintiffs, either knowingly or recklessly, as a positive assertion, without knowledge of the truth. Defendants made these false misrepresentations with the intent that Plaintiffs act in accordance with the misrepresentations. Plaintiffs then relied on these misrepresentations, including but not limited to those regarding coverage and the cause and scope of damage. Plaintiffs suffered damages as a result.
92. Plaintiffs would show that all of the aforementioned acts, taken together or singularly, constitute the producing causes of damages sustained. The acts, omissions, failures, and conduct of Defendants have caused Plaintiffs' damages, which include, without limitation, costs for all necessary repairs required to be made to Plaintiffs' Property, and any investigative and engineering fees incurred.

93. For breach of contract, Plaintiffs are entitled to regain the benefit of Plaintiffs' bargain, which is the amount of Plaintiffs' claim, consequential damages, together with attorney's fees.
94. The damage to Plaintiffs' Property is currently estimated at \$70,734.83.
95. For noncompliance with the DTPA and Texas Insurance Code, Unfair Settlement Practices, Plaintiffs are entitled to actual damages, which include the loss of the benefits owed pursuant to the Policy, court costs, and attorney's fees. For knowing and intentional conduct of the acts described above, Plaintiffs asks for three (3) times Plaintiffs' actual damages. TEX. INS. CODE §541.152 and TEX. BUS. & COM. CODE 17.50(B)(1).
96. For noncompliance with Texas Insurance Code, Prompt Payment of Claims, Plaintiffs are entitled to the amount of Plaintiffs' claim, plus an eighteen percent (18%) per annum penalty on that claim, as damages, as well as pre-judgment interest and reasonable attorney's fees. TEX. INS. CODE §542.060.
97. For breach of the common-law duty of good faith and fair dealing, Plaintiffs are entitled to compensatory damages, including all forms of loss resulting from Defendants' breach of duty, such as additional costs, economic hardship, losses due to nonpayment of money Great Lakes owed, and exemplary damages.
98. Defendants' breach of the common-law duty of good faith and fair dealing was committed intentionally, with a conscious indifference to Plaintiffs' rights and welfare, and with "malice," as that term is defined in Chapter 41 of the Texas Civil Practices and Remedies Code. These violations are the type of conduct which the State of Texas protects its citizens against by the imposition of exemplary damages. Therefore, Plaintiffs seek the recovery

of exemplary damages in an amount determined by the finder of fact sufficient to punish Defendants for their wrongful conduct and to set an example to deter Defendants and others from committing similar acts in the future.

99. For fraud, Plaintiffs are entitled to recover actual and exemplary damages for knowingly fraudulent and malicious representations, along with attorney's fees, interest, and court costs.
100. For the prosecution and collection of this claim, Plaintiffs have been compelled to engage the services of the attorneys subscribed to this pleading. Therefore, under Chapter 38 of the Texas Civil Practices and Remedies Code, sections 541 and 542 of the Texas Insurance Code, and section 17.50 of the DTPA, Plaintiffs are entitled to recover a sum for the reasonable and necessary services of Plaintiffs' attorneys in the preparation and trial of this action, including any appeals to the Court of Appeals and/or the Supreme Court of Texas.
101. As required by Rule 47(b) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that the damages sought are in an amount within the jurisdictional limits of this Court. As required by Rule 47(c)(4) of the Texas Rules of Civil Procedure, Plaintiffs' counsel states that Plaintiffs seek only monetary relief of no less than \$200,000.00, but no more than \$1,000,000.00, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees. A jury will ultimately determine the monetary relief actually awarded, however. Plaintiffs also seek pre-judgment and post-judgment interest at the highest legal rate.

REQUESTS FOR DISCLOSURE

102. Under Texas Rules of Civil Procedure 190 and 194, Plaintiffs request that Defendants disclose, within fifty (50) days from the date this request is served, the information or material described in Rules 190.2(b)(6) and 194.2.

JURY DEMAND

103. Plaintiffs hereby request a jury trial for all causes of action alleged herein, tried before a jury consisting of citizens residing in Bexar County, Texas. Plaintiffs hereby tender the appropriate jury fee.

PRAYER

Plaintiffs pray that Defendants, Great Lakes Reinsurance (U.K.) SE, The Littleton Group Western Division, Inc., and Phillip Ryan Casey, be cited and served to appear, and that upon trial hereof, Plaintiffs, Sergio & Maria Cardenas, have and recover from Defendants, Great Lakes Reinsurance (U.K.) SE, The Littleton Group Western Division, Inc., and Phillip Ryan Casey, such sums as would reasonably and justly compensate Plaintiffs in accordance with the rules of law and procedure, as to actual, consequential, and treble damages under the Texas Insurance Code and Texas Deceptive Trade Practices Act, and all punitive, additional, and exemplary damages, as may be found. In addition, Plaintiffs request the award of attorney's fees for the trial and any appeal of this case, for all costs of Court expended on Plaintiffs' behalf, for pre-judgment and post-judgment interest as allowed by law; and for any other and further relief, at law or in equity, to which Plaintiffs, Sergio & Maria Cardenas, may be justly entitled.

Respectfully submitted,

CHAD T WILSON LAW FIRM PLLC

By: /s/ Chad T. Wilson

Chad T. Wilson
Bar No. 24079587
Kimberly N. Blum
Bar No. 24092148
1322 Space Park Drive, Suite A155
Houston, Texas 77058
Telephone: (832) 415-1432
Facsimile: (281) 940-2137
eservice@cwilsonlaw.com
cwilson@cwilsonlaw.com
kblum@cwilsonlaw.com

PROVOST UMPHREY LAW FIRM LLP

David P. Wilson
Bar No. 21672700
490 Park Street, Suite 100
Beaumont, Texas 77701
Telephone: (409) 835-6000
Facsimile: (409) 838-8888
DWilson@pulf.com


ATTORNEYS FOR PLAINTIFFS

CIVIL CASE INFORMATION SHEET

CAUSE NUMBER (FOR CLERK USE ONLY): _____ COURT (FOR CLERK USE ONLY): _____
SERGIO & MARIA CARDENAS VS. GREAT LAKES REINSURANCE (U.K.) SE, THE LITTLETON GROUP WESTERN DIVISION, INC., AND PHILLIP RYAN
CASEY

(e.g., John Smith v. All American Insurance Co. In re Mary Ann Jones: In the Matter of the Estate of George Jackson)

A civil case information sheet must be completed and submitted when an original petition or application is filed to initiate a new civil, family law, probate, or mental health case or when a post-judgment petition for modification or motion for enforcement is filed in a family law case. The information should be the best available at the time of filing.

1. Contact information for person completing case information sheet: Name: _____ Email: _____ Chad T. Wilson cwilson@cwilsonlaw.com Address: _____ Telephone: _____ 1322 Space Park Drive, Suite A155 832-415-1432 City/State/Zip: _____ Fax: _____ Houston, Texas 77058 281-940-2137 Signature: _____ State Bar No: _____  24079587		Names of parties in case: Plaintiff(s)/Petitioner(s): Sergio & Maria Cardenas Defendant(s)/Respondent(s): Great Lakes Reinsurance (U.K.) SE, The Littleton Group Western Division, Inc., and Phillip Ryan Casey <small>[Attach additional page as necessary to list all parties]</small>		Person or entity completing sheet is: <input checked="" type="checkbox"/> Attorney for Plaintiff/Petitioner <input type="checkbox"/> Pro Se Plaintiff/Petitioner <input type="checkbox"/> Title IV-D Agency <input type="checkbox"/> Other: _____ Additional Parties in Child Support Case: Custodial Parent: _____ Non-Custodial Parent: _____ Presumed Father: _____	
2. Indicate case type, or identify the most important issue in the case (select only 1):					
Civil			Family Law		
Contract <input checked="" type="checkbox"/> Debt/Contract <input type="checkbox"/> Consumer/DTPA <input type="checkbox"/> Debt/Contract <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Other Debt/Contract: _____ Foreclosure <input type="checkbox"/> Home Equity—Expedited <input type="checkbox"/> Other Foreclosure <input type="checkbox"/> Franchise <input type="checkbox"/> Insurance <input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Non-Competition <input type="checkbox"/> Partnership <input type="checkbox"/> Other Contract: _____	Injury or Damage <input type="checkbox"/> Assault/Battery <input type="checkbox"/> Construction <input type="checkbox"/> Defamation Malpractice <input type="checkbox"/> Accounting <input type="checkbox"/> Legal <input type="checkbox"/> Medical <input type="checkbox"/> Other Professional Liability: <input type="checkbox"/> Motor Vehicle Accident <input type="checkbox"/> Premises Product Liability <input type="checkbox"/> Asbestos/Silica <input type="checkbox"/> Other Product Liability List Product: _____ <input type="checkbox"/> Other Injury or Damage: _____	Real Property <input type="checkbox"/> Eminent Domain/Condemnation <input type="checkbox"/> Partition <input type="checkbox"/> Quiet Title <input type="checkbox"/> Trespass to Try Title <input type="checkbox"/> Other Property: _____ Related to Criminal Matters <input type="checkbox"/> Expunction <input type="checkbox"/> Judgment Nisi <input type="checkbox"/> Non-Disclosure <input type="checkbox"/> Seizure/Forfeiture <input type="checkbox"/> Writ of Habeas Corpus—Pre-indictment <input type="checkbox"/> Other: _____	Marriage Relationship <input type="checkbox"/> Annulment <input type="checkbox"/> Declare Marriage Void Divorce <input type="checkbox"/> With Children <input type="checkbox"/> No Children Other Family Law <input type="checkbox"/> Enforce Foreign Judgment <input type="checkbox"/> Habeas Corpus <input type="checkbox"/> Name Change <input type="checkbox"/> Protective Order <input type="checkbox"/> Removal of Disabilities of Minority <input type="checkbox"/> Other: _____	Post-judgment Actions (non-Title IV-D) <input type="checkbox"/> Enforcement <input type="checkbox"/> Modification—Custody <input type="checkbox"/> Modification—Other Title IV-D <input type="checkbox"/> Enforcement/Modification <input type="checkbox"/> Paternity <input type="checkbox"/> Reciprocals (UIFSA) <input type="checkbox"/> Support Order Parent-Child Relationship <input type="checkbox"/> Adoption/Adoption with Termination <input type="checkbox"/> Child Protection <input type="checkbox"/> Child Support <input type="checkbox"/> Custody or Visitation <input type="checkbox"/> Gestational Parenting <input type="checkbox"/> Grandparent Access <input type="checkbox"/> Parentage/Paternity <input type="checkbox"/> Termination of Parental Rights <input type="checkbox"/> Other Parent-Child: _____	
Employment <input type="checkbox"/> Discrimination <input type="checkbox"/> Retaliation <input type="checkbox"/> Termination <input type="checkbox"/> Workers' Compensation <input type="checkbox"/> Other Employment: _____	Other Civil <input type="checkbox"/> Administrative Appeal <input type="checkbox"/> Antitrust/Unfair Competition <input type="checkbox"/> Code Violations <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Intellectual Property <input type="checkbox"/> Lawyer Discipline <input type="checkbox"/> Perpetuate Testimony <input type="checkbox"/> Securities/Stock <input type="checkbox"/> Tortious Interference <input type="checkbox"/> Other: _____				
Tax <input type="checkbox"/> Tax Appraisal <input type="checkbox"/> Tax Delinquency <input type="checkbox"/> Other Tax: _____	Probate & Mental Health Probate/Wills/Intestate Administration <input type="checkbox"/> Dependent Administration <input type="checkbox"/> Independent Administration <input type="checkbox"/> Other Estate Proceedings <input type="checkbox"/> Guardianship—Adult <input type="checkbox"/> Guardianship—Minor <input type="checkbox"/> Mental Health <input type="checkbox"/> Other: _____				
3. Indicate procedure or remedy, if applicable (may select more than 1):					
<input type="checkbox"/> Appeal from Municipal or Justice Court <input type="checkbox"/> Arbitration-related <input type="checkbox"/> Attachment <input type="checkbox"/> Bill of Review <input type="checkbox"/> Certiorari <input type="checkbox"/> Class Action		<input type="checkbox"/> Declaratory Judgment <input type="checkbox"/> Garnishment <input type="checkbox"/> Interpleader <input type="checkbox"/> License <input type="checkbox"/> Mandamus <input type="checkbox"/> Post-judgment		<input type="checkbox"/> Prejudgment Remedy <input type="checkbox"/> Protective Order <input type="checkbox"/> Receiver <input type="checkbox"/> Sequestration <input type="checkbox"/> Temporary Restraining Order/Injunction <input type="checkbox"/> Turnover	
4. Indicate damages sought (do not select if it is a family law case):					
<input type="checkbox"/> Less than \$100,000, including damages of any kind, penalties, costs, expenses, pre-judgment interest, and attorney fees <input type="checkbox"/> Less than \$100,000 and non-monetary relief <input type="checkbox"/> Over \$100,000 but not more than \$200,000 <input checked="" type="checkbox"/> Over \$200,000 but not more than \$1,000,000 <input type="checkbox"/> Over \$1,000,000					

Gerard Rickhoff

COUNTY CLERK



BEXAR COUNTY

BEXAR COUNTY COURT HOUSE
SAN ANTONIO, TEXAS 78205

CITATION SERVICE REQUEST

CASE NO.: _____

PLAINTIFF SERGIO AND MARIA CARDENAS

DATE 03/21/17

VS.

DEFENDANT GREAT LAKES REINSURANCE (UK) SE, ET AL.

PLEASE LIST NAME, ADDRESS AND SERVICE TYPE FOR EACH DEFENDANT.

CITATION:

1. NAME: GREAT LAKES REINSURANCE (UK) SE

ADDRESS: C/O DRINKER BIDDLE, 1177 AVENUE OF THE AMERICAS F141, NEW YORK, NY 10036-2714

- A. ☐ PRIVATE PROCESS
- B. ☐ SHERIFF
- C. ☒ CERTIFIED MAIL
- D. ☐ OUT OF COUNTY
- E. ☐ MAIL TO ATTORNEY

CITATION:

2. NAME: THE LITTLETON GROUP WESTERN DIVISION INC.

ADDRESS: 1250 S. CAPITAL OF TEXAS HWY, BLDG 1, SUITE 550, AUSTIN, TEXAS 78746

- A. ☐ PRIVATE PROCESS
- B. ☐ SHERIFF
- C. ☒ CERTIFIED MAIL
- D. ☐ OUT OF COUNTY
- E. ☐ MAIL TO ATTORNEY

CITATION:

3. NAME: PHILLIP RYAN CASEY

ADDRESS: 4715 YORKSHIRE STRET, SUGARLAND, TEXAS 77479

- A. ☐ PRIVATE PROCESS
- B. ☐ SHERIFF
- C. ☒ CERTIFIED MAIL
- D. ☐ OUT OF COUNTY
- E. ☐ MAIL TO ATTORNEY

CERTIFIED MAIL #7015166000034463059 Case Number: 2017-CI-05267



2017CI05267 S00002

SERGIO CARDENAS ETAL

Plaintiff

vs.

GREAT LAKES REINSURANCE SE ETAL

Defendant

CITATION

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"

DIRECTED TO: THE LITTLETON GROUP WESTERN DIVISION INC

IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

1250 S CAPITAL OF TEXAS HWY BLDG 1 550
AUSTIN TX 78746

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 22nd day of March, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 24TH DAY OF MARCH A.D., 2017.

PETITION

CHAD T WILSON
ATTORNEY FOR PLAINTIFF
1322 SPACE PARK DR A155
HOUSTON, TX 77058-3400



Donna Kay McKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

HO
3-24-17

Officer's Return

Came to hand on the 24th day of March 2017, A.D., at 12:04 o'clock P.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the ____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

CERTIFIED MAIL #70151660000034463042 Case Number: 2017-CI-05267



2017CI05267 S00003

SERGIO CARDENAS ETAL

Plaintiff

vs.

GREAT LAKES REINSURANCE SE ETAL

Defendant

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"

DIRECTED TO: PHILLIP RYAN CASEY

IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

CITATION

4715 YORKSHIRE ST
SUGAR LAND TX 77479-3978

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 22nd day of March, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 24TH DAY OF MARCH A.D., 2017.

PETITION

CHAD T WILSON
ATTORNEY FOR PLAINTIFF
1322 SPACE PARK DR A155
HOUSTON, TX 77058-3400



Donna Kay M^cKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

NO
3-24-17

Officer's Return

Came to hand on the 24th day of March 2017, A.D., at 1:04 o'clock P.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the _____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay M^cKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

CERTIFIED MAIL #7015166000034463066 Case Number: 2017-CI-05267



2017CI05267 S00001

SERGIO CARDENAS ETAL

Plaintiff

vs.

GREAT LAKES REINSURANCE SE ETAL

Defendant

CITATION

(Note: Attached document may contain additional litigants).

IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS

"THE STATE OF TEXAS"

DIRECTED TO: GREAT LAKES REINSURANCE SE

BY SERVING ITS REGISTERED AGENT, DRINKER BIDDLE
1177 AVE OF AMERICAS FL 41
NEW YORK NY 10036-2714

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 22nd day of March, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 24TH DAY OF MARCH A.D., 2017.

PETITION

CHAD T WILSON
ATTORNEY FOR PLAINTIFF
1322 SPACE PARK DR A155
HOUSTON, TX 77058-3400



Donna Kay M^cKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: *Debra Cantu*, Deputy

MO
3-24-17

Officer's Return

Came to hand on the 24th day of March 2017, A.D., at 12:00 o'clock P.M. and EXECUTED (NOT EXECUTED) by CERTIFIED MAIL, on the _____ day of _____, A.D., 20____, by delivering to _____ a true copy of this Citation, upon which I endorse the date of delivery, together with the accompanying copy of the PETITION

Cause of failure to execute this Citation is _____.

Donna Kay M^cKinney
Clerk of the District Courts of
Bexar County, Texas

By: *Debra Cantu*, Deputy

FILE COPY (DK003)

CERTIFIED MAIL #70151660000034463059 Case Number: 2017-CI-05267



2017CI05267 S00002

SERGIO CARDENAS ETAL

Plaintiff

vs.

GREAT LAKES REINSURANCE SE ETAL

Defendant

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"**DIRECTED TO: THE LITTLETON GROUP WESTERN DIVISION INC****CITATION**IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXASFILED
10:06 O'CLOCK A.M.

APR 03 2017

DONNA KAY MCKINNEY
District Clerk, Bexar County, TexasBY Debra Cantu
DEPUTY1250 S CAPITAL OF TEXAS HWY BLDG 1 550
AUSTIN TX 78746

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 22nd day of March, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 24TH DAY OF MARCH A.D., 2017.

PETITION

CHAD T WILSON
ATTORNEY FOR PLAINTIFF
1322 SPACE PARK DR A155
HOUSTON, TX 77058-3400



Donna Kay McKinney
Bexar County District Clerk

101 W. Nueva, Suite 217
San Antonio, Texas 78205

By: Debra Cantu, Deputy

CR1

Officer's Return

Came to hand on the 24th day of March 2017, A.D., at 12:04 o'clock P.M. and EXECUTED
(NOT EXECUTED) by CERTIFIED MAIL, on the _____ day of _____, A.D., 20____,
by delivering to see green card a true copy of this
Citation, upon which I endorse the date of delivery, together with the accompanying
copy of the PETITION

Cause of failure to execute this Citation is _____

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, Texas

By: Debra Cantu, Deputy

RETURN TO COURT (DK003)

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee
 \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postmark Here

APR 21 2017

THE LITTLETON GROUP WESTERN DIVISION INC
 1250 S CAPITAL OF TEXAS HWY BLDG 1 550
 AUSTIN, TX 78746

2017CI05267 3/24/2017 C1TCH DEBRA CANTU

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

THE LITTLE ENGINE GROUP WESTERN DIVISION INC.
 1250 S CAPITAL OF TEXAS HWY-BLDG-1 550
 AUSTIN, TX 78746

2017C105267 3/24/2017 CITCM DEBRA CANTU




9590 9402 1539 5362 4972 31

2 *Number Transfer from services label*

7015 1660 0000 3446 3059

PS Form 3811, July 2010 **DOCUMENT-905** **SCANNED AS FILED** Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☐ Agent
 B. Received by (Printed Name) ☐ Addressee
 C. Date of Delivery ☐ Yes ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

USPS TRACKING #



9590 9402 1539 5362 4972 31

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

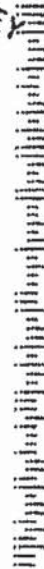
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box.

Donna Kay McKinney
Bexar County District Clerk
101 W. Nueva, Suite 211
San Antonio, TX 78205

DEPUTY

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
2017 APR -3 A 10:06



CERTIFIED MAIL #7015166000034463066 Case Number: 2017-CI-05267



2017CI05267 S00001

SERGIO CARDENAS ETAL*Plaintiff*

vs.

GREAT LAKES REINSURANCE SE ETAL*Defendant*

(Note: Attached document may contain additional litigants).

"THE STATE OF TEXAS"**DIRECTED TO: GREAT LAKES REINSURANCE SE****CITATION**IN THE DISTRICT COURT
224th JUDICIAL DISTRICT
BEXAR COUNTY, TEXAS10:11 **FILED**
O'CLOCK A M

APR 10 2017

DONNA KAY MCKINNEY
District Clerk, Bexar County, TexasBY Debra Cantu
DEPUTYBY SERVING ITS REGISTERED AGENT, DRINKER BIDDLE
1177 AVE OF AMERICAS FL 41
NEW YORK NY 10036-2714

"You have been sued. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you." Said petition was filed on the 22nd day of March, 2017.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT ON THIS 24TH DAY OF MARCH A.D., 2017.

PETITION

CHAD T WILSON
ATTORNEY FOR PLAINTIFF
1322 SPACE PARK DR A155
HOUSTON, TX 77058-3400**Donna Kay McKinney**
Bexar County District Clerk101 W. Nueva, Suite 217
San Antonio, Texas 78205By: Debra Cantu, DeputyCRT cm

Officer's Return

Came to hand on the 24th day of March 2017, A.D., at 12:00 o'clock P.M. and **EXECUTED**
(NOT EXECUTED) by CERTIFIED MAIL, on the 30 day of March, A.D., 2017,
by delivering to Del green card a true copy of this
Citation, upon which I endorse the date of delivery, together with the accompanying
copy of the PETITION

Cause of failure to execute this Citation is _____

Donna Kay McKinney
Clerk of the District Courts of
Bexar County, TexasBy: Debra Cantu, Deputy

RETURN TO COURT (DK003)

9406 944E 3446 3066
7015 1660 0000 0000 5102

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
\$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage

Postmark Here
27 2017

GREAT LAKES REINSURANCE SE
C/O DRINKER BIDDLE
1177 AVE OF AMERICAS FL 41
NEW YORK, NY 10036-2714

2017C105267 3/24/2017 C1TCM DEBRA CANTU

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION *

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach * card to the back of the mailpiece, or on the front if space permits.

GREAT LAKES REINSURANCE SE
C/O DRINKER BIDDLE
1177 AVE OF AMERICAS FL 41
NEW YORK, NY 10036-2714

2017C105267 3/24/2017 CITCH DEBRA CANTU



9590 9402 1539 5362 4972 24

2

7015 1660 0000 3446 3066

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
X <i>SCHE</i>		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
	3/30/17	

Address different from item 1? ☐ Yes ☐ No
delivery address below:

3. Service Type	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery

PS Form 3811, July 2013 **PS Form 3811, July 2013** **SCANNED AS FILED** Domestic Return Receipt

USPS TRACKING #



9590 9402 1539 5362 4972 24

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box.

Donna Kay McKinney
Bexar County District Clerk
101 W. Nueva, Suite 217
San Antonio, TX 78205

BY

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
2017 APR 10 A.D. 11
Tel: 214-241-1111
Layne

CAUSE NO. 2017CI05267

SERGIO & MARIA CARDENAS,	§	IN THE JUDICIAL COURT OF
	§	
Plaintiffs,	§	
	§	
v.	§	
	§	BEXAR COUNTY, TEXAS
	§	
GREAT LAKES REINSURANCE	§	
(U.K.) SE, THE LITTLETON	§	
GROUP WESTERN DIVISION, INC.	§	
AND PHILLIP RYAN CASEY,	§	
	§	
Defendants.	§	224TH DISTRICT COURT

DEFENDANT'S ORIGINAL ANSWER AND AFFIRMATIVE DEFENSES

Defendant Great Lakes Insurance SE, formerly known as Great Lakes Reinsurance (UK) SE (“Great Lakes”) files its original answer and affirmative defenses to Plaintiffs Sergio and Maria Cardenas’ (collectively, “Plaintiffs”) Original Petition (the “Petition”).

I. GENERAL DENIAL

Defendant asserts its general denial as authorized by Rule 92 of the Texas Rules of Civil Procedure to the allegations contained in Plaintiffs’ Petition, and any amendments or supplements thereto, and upon trial of this case will require Plaintiffs to prove each and every allegation asserted against it by a preponderance of the evidence, as is required by the laws of this State of Texas and the Constitution of the United States.

II. AFFIRMATIVE DEFENSES

1. Plaintiffs’ claims are barred in whole or in part by Plaintiffs’ failure to satisfy certain conditions precedent in the insurance policy that forms the basis of this lawsuit, specifically, Plaintiffs failed to provide prompt notice of their claim as is required under the insurance policy.

2. Plaintiffs' claims are barred in whole or in part due to the terms, limitations, restrictions, exclusions, and endorsements contained in and to the Policy that forms the basis of Plaintiffs' suit.

3. Plaintiffs' claims against Defendant are barred under the doctrines of settlement and release.

4. Plaintiffs' claims are barred by the equitable doctrine of waiver.

5. Plaintiffs' claims are barred by the election of rights doctrine.

6. Plaintiffs' claims are barred by the "one satisfaction" doctrine.

7. Plaintiffs' claims are barred by the economic loss rule.

8. Plaintiffs' claims are barred in whole or in part by accord and satisfaction.

9. Plaintiffs' claims are barred in whole or in part by setoff.

10. Plaintiffs failed to mitigate or minimize their alleged damages.

11. Plaintiffs' claims are barred by the statute of frauds.

12. Plaintiffs are not entitled to 18% statutory interest.

13. Defendant's actions and omissions, if any, respecting the subject matters in the alleged causes of action, and each of them, were undertaken in good faith, with the absence of malicious intent to injure Plaintiffs, and constitute lawful, proper, justified means to further the business purposes of Defendants.

14. Plaintiffs' damages, if any, were proximately caused by the acts, omissions, or breaches of other persons and entities, including Plaintiffs, and said acts, omissions, or breaches were intervening and superseding causes of Plaintiffs' damages, if any. Defendant asserts its right to comparative responsibility as provided in Chapter 33 of the Texas Civil Practice and

Remedies Code and request that the fact finder apportion responsibility as provided in Chapter 33.

15. Defendant claims all offsets and credits available under Chapter 33 of the Texas Civil Practice and Remedies Code.

16. Any and all claims alleged by Plaintiffs are barred, in whole or in part, to the extent they seek an improper punitive damages award for an alleged single wrong because such an award would violate Defendant's rights guaranteed by the United States Constitution, including, without limitation, the Due Process and Equal Protection provisions of the Fourteenth Amendment and the Double Jeopardy Clause of the Fifth Amendment of the United States Constitution, and Defendant's rights to the Due Course of Law under the Texas Constitution.

17. Plaintiffs are not entitled to punitive damages, and any and all excessive amounts of such damages sought herein violate Chapter 41 of the Texas Civil Practice and Remedies Code, the Texas Constitution, and the United States Constitution, all of which set limits on the award of punitive damages.

18. Any award of pre-judgment interest is limited by the dates and amounts as set forth in Chapter 304 of the Texas Finance Code and/or Chapter 41 of the Texas Civil Practice & Remedies Code.

19. Defendant reserves the right to later amend or add to these affirmative defenses.

III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Defendant Great Lakes Insurance SE, formerly known as Great Lakes Reinsurance (UK) SE respectfully requests the Court enter judgment that Plaintiffs take nothing in their suit, the Court enter an order dismissing Plaintiffs'

suit with prejudice, Defendant recovers its costs and attorneys' fees, and for all other relief to which Defendant may be justly entitled.

Respectfully submitted,

By: /s/ Valerie Henderson

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CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2017, a true and correct copy of the foregoing was served on all counsel of record via facsimile and/or e-service pursuant to the Texas Rules of Civil Procedure.

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